

1 BILL NO. S-86-07-31

2 SPECIAL ORDINANCE NO. S- 128-86

3 AN ORDINANCE approving the Contract  
4 for Res. 6049-86, Parnell Avenue  
5 Widening, by the City of Fort Wayne,  
6 Indiana, by and through its Board  
7 of Public Works and Safety and M. A.  
8 Gaines Construction Company.

9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF  
10 THE CITY OF FORT WAYNE, INDIANA:


11 SECTION 1. The annexed Contract for Res. 6049-86, Parnell  
12 Avenue Widening, by the City of Fort Wayne, by and through its  
13 Board of Public Works and Safety and M. A. Gaines Construction  
14 Company, is hereby ratified, and affirmed and approved in all re-  
15 spects. The work under said Contract requires:

16 To improve Parnell Avenue (East Side)  
17 from State Blvd. to a point 240' South  
18 thereof: (a) Widening Pavement; (b)  
19 Replacing Sidewalk with Curbface Walk;  
20 (c) Improve drainage; (d) Replacing  
21 Driveway and Alley Approach;

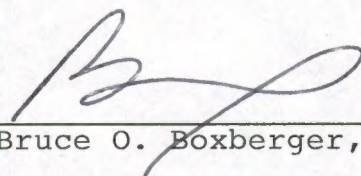
22 the Contract price is Eleven Thousand Nine Hundred Eighty-Three  
23 and 50/100 Dollars (\$11,983.50).

24 SECTION 2. Prior Approval was received from the Common  
25 Council, with respect to this Contract, on July 8, 1986. Two (2)  
26 copies of the Contract, attached hereto, are on file with the Office  
27 of the City Clerk, and are available for public inspection.

28 SECTION 3. That this Ordinance shall be in full force  
29 and effect from and after its passage and any and all necessary  
30 approval by the Mayor.

31   
32 Councilmember

33 APPROVED AS TO FORM  
34 AND LEGALITY

35   
36 Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Henry  
seconded by E. Smith, and duly adopted, read the second time  
by title and referred to the Committee Public Works (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne,  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 7-22-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Henry  
seconded by E. Smith, and duly adopted, placed on its  
passage. PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>      </u>	<u>      </u>	<u>1</u>	<u>      </u>
<u>BRADBURY</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>✓</u>	<u>      </u>
<u>BURNS</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>EISBART</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>GIAQUINTA</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>HENRY</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>REDD</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>SCHMIDT</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>STIER</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>
<u>TALARICO</u>	<u>✓</u>	<u>      </u>	<u>      </u>	<u>      </u>	<u>      </u>

DATE: 8-12-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ ~~(GENERAL)~~  
~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. J-128-86  
on the 12th day of August, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 12th day of August, 1986,  
at the hour of 11:30 o'clock P.M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 15th day of August,  
1986, at the hour of 10 o'clock A.M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR





## POWER OF ATTORNEY

PRINCIPAL M. A. Gaines Construction Company, Inc. EFFECTIVE DATE July 14, 1986  
1014 Webster Fort Wayne Indiana 46802  
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)  
CONTRACT AMOUNT 11,983.50 AMOUNT OF BOND \$ 11,983.50  
POWER NO. SBA 12210046

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint Ila Delman

State of Illinois

as its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this FIRST day of JANUARY 19 85.

ATTEST:

By L. W. Rodney  
Secretary



Indiana Lumbermens Mutual Insurance Company

By [Signature]  
Vice President

STATE OF INDIANA }  
COUNTY OF MARION } SS:

On this FIRST day of JANUARY 19 85, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

January 7, 1987  
My Commission Expires



Letty M. Nietzer  
Notary Public

STATE OF INDIANA }  
COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this FIRST  
day of JULY 1986 14th  
(SEAL)



L. W. Rodney  
Secretary



# Performance and Payment Bond

## KNOW ALL MEN BY THESE PRESENTS: that

M.A. Gaines Construction Co., Inc.

(Here insert full name and address or legal title of Contractor)

1014 Webster  
Fort Wayne, Indiana 46802

as Principal, hereinafter called Contractor and,

Indiana Lumbermens Mutual Insurance Company

(Here insert full name and address or legal title of Surety)

7366 N. Lincoln, Suite 300  
Lincolnwood, Illinois 60646

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fort Wayne

(Here insert full name and address or legal title of Owner)

City County Bldg - 9th Floor

1 Main Street; Ft. Wayne, Ind. 46802

as Oblige, hereinafter called Owner, in the amount of Eleven Thousand Nine Hundred Eighty  
and 50/100----- Dollars (\$ 11,983.50 ).

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

## WHEREAS,

Contractor has by written agreement dated 19 , entered into a contract with Owner for

Resolution No. 6049-86, Parnell Ave. Widening

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are such that, if the Principal shall promptly and faithfully perform said Contract and make payment to all claimants, as hereinafter defined, for all labor and material used in the performance of the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A) Whenever Contractor shall be, and declared by owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall either

- 1) Complete the Contract in accordance with its terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the

contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof, subject to the limitations in Paragraph D.

- 3) The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
- B) 1) A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.



- 2) The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
- C) No suit or action shall be commenced hereunder by any claimant,
- 1) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the following: the Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envel-

ope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

- 2) After the expiration of one (1) year following the date on which the Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
- 3) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.
- D) The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

14th

day of July

19 86

(Witness)

M. A. GAINES CONSTRUCTION CO., INC.

(Principal)

(Seal)

(Title)

INDIANA LUMBERMENS MUTUAL INSURANCE COMPANY

(Surety)

(Seal)

(Witness)

Ila Delman

(Title) Attorney-in-fact



BOARD OF PUBLIC WORKS AND SAFETY  
INVITATION FOR BIDS/AWARD OF CONTRACT\*

Page 1 of \_\_\_\_\_

(Non-Federally Assisted Construction)

PROJECT: PARNELL AVENUE WIDENING RESOLUTION # 6049-86

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	II - 19	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
		Special Conditions
		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders
<u>ATTACHMENTS</u>		
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement '86-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Bidder/Vendor Anti-Apartheid Certification
Discount for prompt payment	10 Calendar Days	20 Calendar Days 30 Calendar Days Other
	_____	_____
Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date

\*\*\*\*\*

BID SUBMITTED

Contractor M. A. Gaines Const. Co.

By Michael A. Gaines

Its Pres. \_\_\_\_\_

Offer Date July 2, 1986

Bidder agrees to keep bid open for acceptance for \_\_\_\_\_ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. \*Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne  
Board of Public Works and Safety

David J. Kuit

Robert R. Mott

Lawrence D. Connelley

City of Fort Wayne  
Mayor

Walter H.

Award Date 7-8-86



INSTRUCTIONS TO BIDDERS  
Board of Public Works and Safety  
City of Fort Wayne, Indiana

June 13, 1986  
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 2nd day of JULY, 1986, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

PARNELL AVENUE WIDENING - RESOLUTION NO. 6049-86

To improve Parnell Avenue (East Side) from State Blvd. to a point 240 ft. South there of:

- a) Widening Pavement
- b) Replacing Sidewalk with Curbside Walk
- c) Improve Drainage
- d) Replacing Driveway and Alley Approach

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.



All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.



In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Pregualification - In addition to being timely, responsive, and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5%) of the aggregate amount of the bid, but in no case less than \$100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of        percent (  %) of the aggregate bid or proposal, but in no case less than \$100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.



- (a) Experience Questionnaire.
- (b) Plan and Equipment Questionnaire, and
- (c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- ☒ (a) Non-Collusion Affidavit
- ☒ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. X The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership  
55 %.

For WBE specify percentage of women ownership  
45 %.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have 100 % participation (employees) 100 % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm 45 %. (cross out inapplicable provision)

- C. The undersigned commits \_\_\_\_\_ % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

- 1.
- 2.
- 3.

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
---------------------	----------------	---------------------

1. Cabell HAULING Inc. 1614 HOBSON Rd. HAULING
- 2.
- 3.

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Contractor M.A. Gaines Constr. Co. Inc.

Contractor \_\_\_\_\_

By Michael A. Gaines

By \_\_\_\_\_

Its Pres.

Its \_\_\_\_\_



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

N/A B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.



2. My Company has taken the following steps in an attempt to comply with the 17½ hourly utilization figure:

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(attach additional sheets if necessary)

Contractor M. A. Gaines Constr. Co., Inc.  
By Michael A. Gaines  
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (~~will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_ o'clock \_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☐ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of M. A. Gaines Constr. Co., Inc.  
\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of M. A. Gaines  
Construction Co., Inc., that M. A. Gaines Constr. Co., Inc.  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed .  
this 2 day of July, 1986.

M. A. Gaines Constr. Co., Inc.  
(Name of Bidder/Vendor)

Michael A. Gaines, Pres.  
(Name and Title of Person Signing)



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Michael A. Gaines, the President  
(name)  
\_\_\_\_\_, of M. A. Gaines Constr. Co., Inc.  
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 18  
day of March, 1986, now on file in the office of the Board of  
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by  
reference incorporated herein and made a part hereof, is a true and correct  
statement and accurately reflects the financial condition of said company as of  
the date hereof;

(2) That I am familiar with the books of said company showing its financial  
condition and am authorized to make this certificate on its behalf.

Dated: July 2, 1986 Michael A. Gaines  
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said  
County and State, this 1st day of July, 1986.

Roger W. Hultquist  
Res. Allen County

My commission expires:

Aug 10, 1987



NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and \_\_\_\_\_

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

M. A. Gaines Constr. Co., Inc.

Michael A. Gaines

President

Subscribed and sworn to before me by M. A. Gaines Constr. Co., Inc.  
this 1st day of July, 1986.

My Commission Expires:

August 10, 1987

Roger W. Huntquist  
Notary Public  
Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public  
Resident of \_\_\_\_\_ County, IN

Contract No.



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

Bond # SBA 12209614

KNOW ALL MEN BY THESE PRESENTS, that we M.A. Gaines Construction  
1014 Webster, Fort Wayne, Indiana 46802 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Indiana Lumbermens Mutual Insurance Co.  
7366 N. Lincoln Avenue, Suite 300, Lincolnwood, Illinois 60646 (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Indiana  
as Surety, hereinafter called the Surety, are held and firmly bound unto Fort Wayne Public Works & Safety, Fort Wayne, Indiana  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of One Thousand Two Hundred Dollars

Dollars (\$ 1,200.00 ),  
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Project Resolution # 6049-86  
(Here insert full name, address and description of project)

Parnell Avenue widening

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of July 19 86

M.A. Gaines Construction

(Principal)

(Seal)

(Witness)

(Title)

Indiana Lumbermens Mutual Insurance Co.

(Surety)

(Seal)

Rosé Sherman  
Rosé Sherman (Witness)

Jerry Bey  
Jerry Bey (Title) Attorney in Fact





POWER OF ATTORNEY

PRINCIPAL M.A. Gaines Construction Co., Inc. EFFECTIVE DATE July 2, 1986

1014 Webster (STREET ADDRESS) Fort Wayne, (CITY) Indiana (STATE) 46802 (ZIP CODE)

CONTRACT AMOUNT \_\_\_\_\_ AMOUNT OF BOND \$ 1,200.00

POWER NO. SBA 12209614

KNOW ALL MEN BY THESE PRESENTS, that the Indiana Lumbermens Mutual Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, with its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint \_\_\_\_\_

State of \_\_\_\_\_

as its true and lawful Attorney(s)-in-Fact, with full power and authority herby conferred to sign, execute, acknowledge and deliver any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof for and on its behalf as follows:

The obligation of the Company shall not exceed one million (\$1,000,000.00) dollars.

And to bind the Corporation thereby as fully and to the same extent as if such Bonds and undertakings, recognizances, contract of indemnity, and other writings obligatory in the nature thereof were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article IV, Section 2-A (1) and (2) of the By-Laws of the Indiana Lumbermens Mutual Insurance Company, which reads as follows:

- (1) The President or any Vice President shall have the power and authority, by and with the concurrence with the Secretary of the Corporation, to appoint Attorneys-in-Fact for purposes only of executing and attesting to Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and at any time to remove any such Attorney-in-Fact and to revoke the power and authority given to him.
- (2) Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the Corporation any and all Bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by an Executive Officer and sealed and attested by the Secretary.

IN WITNESS WHEREOF, the Indiana Lumbermens Mutual Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary and its Corporate Seal to be hereto affixed this \_\_\_\_\_ FIRST \_\_\_\_\_ day of \_\_\_\_\_ JANUARY \_\_\_\_\_ 19 85.

ATTEST:

By L. W. Rodney Secretary



By [Signature] Vice President  
Indiana Lumbermens Mutual Insurance Company

STATE OF INDIANA }  
COUNTY OF MARION } SS:

On this \_\_\_\_\_ FIRST \_\_\_\_\_ day of \_\_\_\_\_ JANUARY \_\_\_\_\_ 19 85, before me personally came the individual who executed the preceding instrument, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is the therein described and authorized officer of the Indiana Lumbermens Mutual Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

January 7, 1987  
My Commission Expires



[Signature]  
Notary Public

STATE OF INDIANA }  
COUNTY OF MARION } SS:

I, the undersigned, Secretary of the Indiana Lumbermens Mutual Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Lumbermens Mutual Insurance Company, which is still in force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of Indiana Lumbermens Mutual Insurance Company at a meeting duly called and held on the 12th day of June 1973.

"RESOLVED: That the use of printed facsimile of the Corporate Seal of the Company and of the signature of the Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice President pursuant to Article IV, Section 2-A (1) and (2) of the By-Laws appointing and authorizing Attorney-in-Fact to sign in the name and on behalf of the Company Bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this \_\_\_\_\_ FIRST \_\_\_\_\_ day of \_\_\_\_\_ July, 1986 \_\_\_\_\_ 19 85

(SEAL)



L. W. Rodney  
Secretary







7348

Admn. Appr. \_\_\_\_\_

DIGEST SHEET

86-07-31

TITLE OF ORDINANCE Contract for Res. 6049-86, Parnell Avenue Widening

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 6049-86. Parnell Avenue

Widening is for the following: To improve Parnell Avenue (East Side)

from State Blvd. to a point 240' South there of:

a) Widening Pavement b) Replacing Sidewalk with Curbface Walk c) Improve  
drainage d) Replacing Driveway and Alley Approach

M. A. Gaines Construction Co. is the Contractor.

PRIOR APPROVAL WAS RECEIVED 7/8/86

EFFECT OF PASSAGE Improved conditions as listed above

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$11,983.50

ASSIGNED TO COMMITTEE (PRESIDENT) \_\_\_\_\_



BILL NO. S-86-07-31

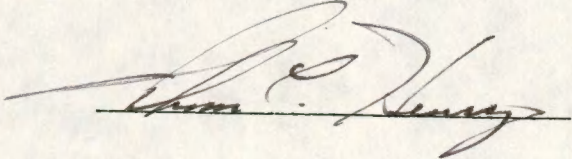
REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract  
for Res. 6049-86, Parnell Avenue Widening, by the City of Fort  
Wayne, Indiana, by and through its Board of Public Works and Safety  
and M.A. Gaines Construction Company

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

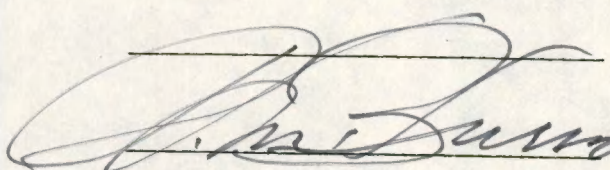
YES


NO

  
THOMAS C. HENRY  
CHAIRMAN

\_\_\_\_\_  
DONALD J. SCHMIDT  
VICE CHAIRMAN

\_\_\_\_\_  
MARK E. GiaQUINTA

  
PAUL M. BURNS

  
CHARLES B. REDD

CONCURRED IN 8-12-86

\_\_\_\_\_  
SANDRA E. KENNEDY  
CITY CLERK